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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
GO HOME, LTD.,

Civil Action No.:

Plaintiff,

-against-

COMPLAINT

INFINITE HARMONY, INC. d/b/a BEST
SLIPCOVER COMPANY,

Defendant.
-----X

Plaintiff, GO HOME, LTD., by their attorneys, PIKEN & PIKEN, as and for their
Complaint, sets forth and alleges as follows:

THE PARTIES

1. For all times relevant herein, Plaintiff, GO HOME, LTD., (hereinafter "GO HOME") is a corporation duly formed and existing under and by virtue of the laws of the State of New York with its principal place of business at located Flushing, New York.
2. Upon information and belief, Defendant, INFINITE HARMONY, INC. d/b/a BEST SLIPCOVER COMPANY, is a corporation duly formed and existing under and by virtue of the laws of the State of California with its principal place of business located at 14606 Arminta Street, Van Nuys, California 91402.
3. This action is brought for breach of contract and conversion.

JURISDICTIONAL STATEMENT

4. This court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1332 and 28 U.S.C. § 1338 as there is complete diversity existing among the parties. The amount in controversy exceeds \$75,000.
5. Venue is proper pursuant to 28 U.S.C. §§ 1391 (b) and (c) in that this is the district in which a substantial portion of the events giving rise to the claim herein occurred and in which the Plaintiff may be found.

THE FACTS

6. The Defendant did undertake creation and manufacturing of certain goods for customers of Plaintiff.
7. The Defendant did accept payment on account and did agree to produce the products within certain agreed to time frames.
8. Plaintiff has fully complied with the agreement and did pay for the goods. Defendant failed to deliver the orders placed to Plaintiff's detriment.
9. As a consequence of Defendant's actions in failing to meet its obligations pursuant to the Agreement by and between the parties, the Plaintiff has been so damaged.

COUNT ONE

Breach of Contract

10. Plaintiff repeats and reiterates the allegations set forth in Paragraphs "1" through "9".
11. The Plaintiff, GO HOME, LTD., has been damaged as result of Defendant's breach of contract in the performance of certain work, labor and services. Plaintiff has been damaged in the sum of Seventy Five Thousand Dollars (\$75,000) and herewith demands judgment thereon with interest from March 8, 2018, together with the costs

and disbursements of this action and for such other and further relief as to this court may seem just and proper.

COUNT ONE

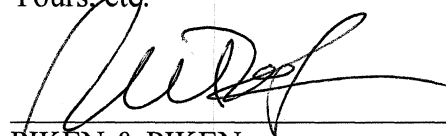
Conversion

12. Plaintiff repeats and reiterates the allegations set forth in Paragraphs "1" through "11".
13. Defendant, BSC did charge Plaintiff on its American Express card for work and/or materials, which were never supplied, and converted those funds to its own use. The charges amount in all to the sum of \$35,243.40. The cost to Plaintiff for these orders is \$65,230 to date.
14. Plaintiff, GO Home, Ltd., has been damaged as a result of Defendants conversion in the sum to be determined by the Court but not less than an additional \$35,243.40.

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of \$100,473.40, with interest thereon from March 8, 2018, plus costs and disbursements, and if the Court deems same appropriate, reasonable attorney's fees.

Dated: New York, New York
August 1, 2018

Yours, etc.



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